



#12

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:	)	Attorney Docket No. 23439-044-402
)	
Craig S. RENDAHL, <i>et al.</i>	)	Group Art Unit: 3661
)	
Serial No.: 09/818,684	)	Examiner: Not yet assigned
)	
Filed: March 28, 2001	)	Confirmation No.: 3283

For: DATA PROCESSING AND VALIDATION

**REQUEST FOR RECONSIDERATION OF
PETITION UNDER 37 C.F.R. § 1.47(b)**

ATTN: Box DAC

Assistant Commissioner for Patents
c/o Douglas I. Wood, Petitions Attorney
Washington, D.C. 20231

Sir:

In response to the Decision Refusing Status under 37 C.F.R. §1.47(b)¹ ("Decision") mailed February 28, 2002, Petitioners respectfully submit this Request for Reconsideration addressing each of the issues raised in the Decision. A copy of the Decision is enclosed. Additionally, Petitioners respectfully petition for an extension of time of five (5) months (under separate cover), under the provisions of 37 C.F.R. §1.136(a), thereby extending the period for response to September 28, 2002. A check in the amount of \$1960.00 is submitted herewith, representing the five (5) month extension of time fee in accordance with 37 C.F.R. §1.17(a)(5). Thus, Petitioners submit that this response is timely filed.

Also submitted herewith is a Petition Under 37 C.F.R. § 1.181(a) requesting withdrawal of the holding of abandonment, together with a copy of the Notice of Abandonment under 37 C.F.R. §1.53 that was mailed on September 16, 2002.

¹ As discussed below, inventor Kelley Bogart has executed a joint declaration, thereby changing the status of the petition for completion of filing requirements to one under 37 C.F.R. §1.47(a).

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OFFICE OF PETITIONS

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)
U.S. PATENT APPLICATION SERIAL No.: 09/818,684
DOCKET No.: 23439-044-402

It is respectfully submitted that in the time period following receipt of the Decision, one of the three named inventors for the above-identified application, Kelley Bogart, has executed both a joint declaration in compliance with 35 U.S.C. §1.116 (**Attachment 1**) and an assignment granting her entire rights in the invention to Envirotech Systems Corporation (ESC) as set forth in the attached document (**Attachment 2**).

Thus, it is believed that Petitioners must now complete the filing requirements pursuant to 37 C.F.R. §1.47(a). It appears, however, that in view of Kelley Bogart's assignment to ESC, Petitioners' obligations for successfully obtaining a grantable petition may still be fulfilled by addressing only the deficiencies listed on page 2 of the February 28, 2002 Decision. In particular, the Petitioners must provide:

(1) proof that the non-signing inventor cannot be reached or refuses to sign the oath or declaration after having been presented with the application papers (specification, claims and drawings);

(5) proof of proprietary interest; and

(6) proof of irreparable damage.

REMARKS

Petitioners thank the Petitions Attorney for the courtesies extended during a teleconference to discuss the deficiencies of the petition filed on December 28, 2001.

The following attachments are provided to fulfill the requirements of items (1), (5), and (6):

1. A Joint Declaration for Patent Application executed by Kelley Bogart that includes the last known address of all the inventors (**Attachment 1**);

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)
U.S. PATENT APPLICATION SERIAL No.: 09/818,684
DOCKET No.: 23439-044-402

2. Regarding item (1): A Statement Of Facts In Support Of Filing On Behalf Of The Non-Signing Inventors including an affidavit of Mr. Niranjan Vescio indicating that the filing is necessary to preserve the rights of the parties **(with Attachments 4-8)**;
3. Regarding item (5): An employee agreement signed by Jason Webster indicating the inventor's obligation to assign the invention to Envirotech Systems Corporation **(Attachment 9)** and an assignment executed by Kelley Bogart assigning all her rights to Envirotech Systems Corporation **(Attachment 2)**.
4. Regarding item (6): An affidavit executed by Mr. Niranjan Vescio that sets forth facts pertaining to the necessity of this petition to preserve the rights of the parties and prevent irreparable damage **(Attachment 3)**.

The response period set by the Decision expired on **April 28, 2002**. Accordingly, a Petition for Extension of time is attached hereto, along with the required five (5) month extension fee of \$1960.00. The Commissioner is hereby authorized to charge the undersigned's Deposit Account No. 50-0311 for any additional fees necessary to maintain the pendency of the application.

REQUEST FOR RECONSIDERATION OF PETITION UNDER 37 C.F.R. § 1.47(b)
U.S. PATENT APPLICATION SERIAL No.: 09/818,684
DOCKET No.: 23439-044-402

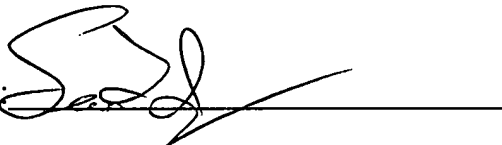
I, hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and believe are believed true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Respectfully submitted,

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO, PC

Dated: September 27, 2002

By:



Sean L. Ingram

Registration No. 48,283

FOR JAMES G. GATTO, REG. 32,694

Mintz Levin Cohn Ferris Glovsky and Popeo, PC
12010 Sunset Hills Road, Suite 900
Reston, VA 20190
Telephone (703) 464-8140
Facsimile (703) 464-4895

RES 76925v1



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)	
)	
Craig S. RENDAHL, <i>et al.</i>	)	Group Art Unit: 3661
)	
Serial No.: 09/818,684	)	Examiner: Not yet assigned
)	
Filed: March 28, 2001	)	Confirmation No.: 3283

For: DATA PROCESSING AND VALIDATION

Attn: Office of Petitions
Assistant Commissioner for Patents
Washington, D.C. 20231

PETITION UNDER 37 C.F.R. § 1.181(a)
Requesting Withdrawal of the Holding of Abandonment

Sir:

This Petition under 37 C.F.R. §1.181(a) Requesting Withdrawal of the Holding of Abandonment is being filed in response to the Notice of Abandonment Under 37 C.F.R. § 1.53(f) or (g), mailed September 16, 2002. A copy of the Notice of Abandonment is enclosed.

The Notice of Abandonment states that the "application is abandoned for failure to timely or properly reply to the Notice to File Missing Parts (Notice) mailed on 02/28/2002."

It is respectfully acknowledged that the Petitioner received a Decision Refusing Status Under 37 C.F.R. §1.47(b) (Decision) relating to a Notice to File Missing Parts, which was mailed from the U.S. Patent and Trademark Office (Office of Petitions) on February 28, 2002. The Petitioner was "given two (2)

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months from the mailing date of this decision to reply, correcting the below-noted deficiencies" (see page 1 of the February 28, 2002 Decision), so the period for reply expired on April 28, 2002. Furthermore, the Decision provides that "extensions of time may be obtained in accordance with 37 C.F.R. §1.136(a)" (see page 1 of the February 28, 2002 Decision).

According to 37 C.F.R. §1.136(a), "applicant may extend the time period for reply up to the earlier of the expiration of any maximum time period set by statute or five months after the time period set for reply, if a petition for an extension of time and the fee set in §1.17(a) are filed". The provides more specific guidance stating that "the 2-month time period for reply to A Notice to File Missing Parts of an Application is not identified on the Notice as a statutory period subject to 35 U.S.C. § 133. *Thus, extensions of time of up to 5 months under 37 C.F.R. §1.136(a), followed by additional time under 37 C.F.R. §1.136(b) are permitted*" (emphasis added) (see MPEP §710.02(d)).

In view of the foregoing authority, Petitioners respectfully submit that the present application was prematurely identified as abandoned by the USPTO. Even though the response period set by the Decision expired on April 28, 2002, the Petitioners are entitled to file a petition for extension of five (5) months, thereby extending the period for response to **September 28, 2002**. A petition for an extension of time for five (5) months and the fee set in §1.17(a) are concurrently being filed for this case today (September 27, 2002). Thus, it is

respectfully requested that the holding of abandonment be withdrawn for the
above-identified application.

Respectfully submitted,

Mintz Levin Cohn Ferris Glovsky and Popeo, PC

Dated: September 27, 2002

By: 

Sean L. Ingram

Registration No. 48, 283

For James G. Gatto, Reg. 32,694

Mintz Levin Cohn Ferris Glovsky and Popeo, PC
12010 Sunset Hills Road, Suite 900
Reston, VA 20190
Telephone (703) 464-8140
Facsimile (703) 464-4895

RES 77626v1

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UNITED STATES PATENT AND TRADEMARK OFFICE

23039-044
 COMMISSIONER FOR PATENTS
 UNITED STATES PATENT AND TRADEMARK OFFICE
 WASHINGTON, D.C. 20231
 www.uspto.gov

APPLICATION NUMBER	FILING DATE	FIRST NAMED APPLICANT	ATTY. DOCKET NO./TITLE
09/818,684	03/28/2001	Craig S. Rendahl	47382.000122

CONFIRMATION NO. 3283

29315

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO PC
 12010 SUNSET HILL ROAD
 SUITE 900
 RESTON, VA 20190

ABANDONMENT/TERMINATION
LETTER

OC000000008791854

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MINTZ LEVIN COHN FERRIS
 GLOVSKY and POPEO pc

Date Mailed: 09/16/2002



NOTICE OF ABANDONMENT UNDER 37 CFR 1.53 (f) OR (g)

The above-identified application is abandoned for failure to timely or properly reply to the Notice to File Missing Parts (Notice) mailed on 02/28/2002.

- No reply was received.

A petition to the Commissioner under 37 CFR 1.137 may be filed requesting that the application be revived.

Under 37 CFR 1.137(a), a petition requesting the application be revived on the grounds of **UNAVOIDABLE DELAY** must be filed promptly after the applicant becomes aware of the abandonment and such petition must be accompanied by: (1) an adequate showing of the cause of unavoidable delay; (2) the required reply to the above-identified Notice; (3) the petition fee set forth in 37 CFR 1.17(l); and (4) a terminal disclaimer if required by 37 CFR 1.137(d).

Under 37 CFR 1.137(b), a petition requesting the application be revived on the grounds of **UNINTENTIONAL DELAY** must be filed promptly after applicant becomes aware of the abandonment and such petition must be accompanied by: (1) a statement that the entire delay was unintentional; (2) the required reply to the above-identified Notice; (3) the petition fee set forth in 37 CFR 1.17(m); and (4) a terminal disclaimer if required by 37 CFR 1.137(d).

Any questions concerning petitions to revive should be directed to "Office of Petitions" at (703) 305-9282.

A copy of this notice MUST be returned with the reply.

J Stokes

Customer Service Center

Initial Patent Examination Division (703) 308-1202

PART 1 - ATTORNEY/APPLICANT COPY

Done By	
<input checked="" type="checkbox"/> Data Entry	<u>11</u>
<input checked="" type="checkbox"/> Docket Entry	<u>9/28/02</u>
<input checked="" type="checkbox"/> Docket Cross Off	
<input type="checkbox"/> Previously Entered	
<input type="checkbox"/> No Docketing Req	
<input type="checkbox"/> ELITE	
<input type="checkbox"/> Annuities	



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Commissioner for Patents
United States Patent and Trademark Office
Washington, D.C. 20231
www.uspto.gov
DWW 02-02

Paper No. **RECEIVED**

NOV 03 2002

OFFICE OF PETITIONS

MINTZ LEVIN COHN FERRIS GLOVSKY AND POPEO PC
ONE FOUNTAIN SQUARE
11911 FREEDOM DRIVE, SUITE 400
RESTON VA 20190

COPY

COPY MAILED

FEB 28 2002

OFFICE OF PETITIONS

In re Application of :
Rendahl, Bogart, and Webster :
Application No. 09/818,684 : DECISION REFUSING STATUS
Filed: 28 March, 2001 : UNDER 37 CFR 1.47(b)
Attorney Docket No. 47382.000122 :

This is in response to the petition under 37 CFR 1.47(b) filed on 28 December, 2001.

The petition is **DISMISSED**.

Rule 47 applicant is given TWO MONTHS from the mailing date of this decision to reply, correcting the below-noted deficiencies. Any reply should be entitled "Request for Reconsideration of Petition Under 37 CFR 1.47(b)," and should only address the deficiencies noted below, except that the reply may include an oath or declaration executed by the non-signing inventor. **FAILURE TO RESPOND WILL RESULT IN ABANDONMENT OF THE APPLICATION.** Extensions of time may be obtained in accordance with 37 CFR 1.136(a).

The above-identified application was filed on 28 March, 2001, without an executed oath or declaration.

Accordingly, on 30 May, 2001, a "Notice To File Missing Parts of Nonprovisional Application" was mailed, requiring an executed oath or declaration and a surcharge for its late filing.

In response, on 28 December, 2001, the present petition and petition fee were filed, accompanied by, *inter alia*, a request and payment of the fee for a five (5) month extension of the time to reply to the "Notice" and a declaration naming Craig S. Rendahl, Kelley Bogart, and Jason Webster as joint inventors and

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OFFICE OF PETITIONS

signed by Christopher Cuneo, petitioners' registered patent attorney for Environmental Systems Products Holdings., Inc. (ESP) on behalf of the non-signing inventors, a memorandum asserting proprietary interest on the part of ESP in the present patent application, and a copy of an employment agreement between Envirotech Systems Corp., Inc. (of which ESP is a parent organization).

Petitioners state that a copy of the application papers were sent the three joint inventors, but none has returned an executed declaration.

A grantable petition under 37 CFR 1.47(b) requires:

(1) proof that the non-signing inventor cannot be reached or refuses to sign the oath or declaration after having been presented with the application papers (specification, claims and drawings);

(2) an acceptable oath or declaration in compliance with 35 U.S.C. §§ 115 and 116;

(3) the petition fee;

(4) a statement of the last known address of the non-signing inventor;

(5) proof of proprietary interest, and

(6) proof of irreparable damage.

The petition lacks items (1), (5), and (6). In regards to item (1), petitioner has not provided sufficient proof that a copy of the application (specification including claims, drawings, if any, and the Declaration) was sent or given to non-signing inventor Rendahl. Specifically, a bona fide refusal under Rule 47 requires that a copy of the application papers be sent to the non-signing inventor at that inventor's last known address, or, if the non-signing inventor is represented by counsel, to the address of the nonsigning inventor's attorney.¹

Petitioner should submit a copy of the cover letter transmitting the application papers to the non-signing inventor at the inventor's last known address or details given in an affidavit or declaration of facts by a person with first-hand knowledge of the details.

In regards to item (4), petitioners have not established that the Rule 1.47(b) applicant has sufficient proprietary interest in the

¹MPEP 409.03(d).

subject matter to justify the filing of the application.² The employment agreement submitted specifically identifies only joint inventor Rendahl. Petitioners have not shown sufficient proprietary interest with regards to the other inventors.

Petitioners may establish proprietary interest by filing a copy of the employment agreement between the non-signing inventors and the Rule 1.47(b) applicant (company); a copy of an assignment agreement showing that the invention disclosed in the application is assigned to the Rule 1.47(b) applicant; or a legal memorandum signed by an attorney familiar with the law of the jurisdiction stating that a court of competent jurisdiction would by the weight of authority in that jurisdiction award the title of the invention to the Rule 1.47(b) applicant.

In regards to item (5), petitioner must provide proof of irreparable damages in accordance with MPEP 409.03(g).

Further correspondence with respect to this matter should be addressed as follows:

By mail: Assistant Commissioner for Patents
Box DAC
Washington, D.C. 20231

By FAX: (703) 308-6916
Attn: Office of Petitions

By hand: Crystal Plaza Four, Suite 3C23
2201 S. Clark Place
Arlington, VA

Telephone inquiries related to this decision should be directed to the undersigned at (703)308-6918.



Douglas I. Wood
Petitions Attorney
Office of Petitions
Office of the Deputy Commissioner
for Patent Examination Policy

²MPEP 409.03(f).



9 AC#

PATENTS
Attorney Docket No.: 23439-044-402

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICANT : Craig S. RENDAHL, et al. Examiner : Not yet assigned
SERIAL NUMBER : 09/818,684 ART UNIT : 3661
FILING DATE : March 28, 2001
FOR : DATA PROCESSING AND VALIDATION

Assistant Commissioner for Patents
Washington, D.C. 20231

TRANSMITTAL LETTER

Sir:

Transmitted herewith for filing in the present application are the following documents:

1. Petition for Five-Month Extension of Time Under 37 C.F.R. §1.136(a) (in duplicate);
2. Petition Under 37 C.F.R. §1.181(a) Request Withdrawal of the Holding of Abandonment (with Notice of Abandonment attached);
3. Request for Reconsideration of Petition Under 37 C.F.R. §1.47(b) (with copy of Decision attached);
4. Statement of Facts in Support of Filing on Behalf of Nonsigning Inventors;
5. Attachments 1-9;
6. Check in the amount of \$1960.00; and
7. Return postcard.

If the enclosed papers are considered incomplete, the Mail Room is respectfully requested to contact the undersigned at (703) 464-4800.

DATE: September 27, 2002

Respectfully submitted,

Sean L. Ingram
Registration No. 48,283
For James G. Gatto, Reg. 32,694
Mintz, Levin, Cohn, Ferris,
Glovsky and Popeo, P.C.
12010 Sunset Hills Rd., Suite 900
Reston, Virginia 20190-5839
(703) 464-4800

RES 77641v1

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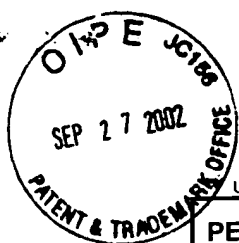
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PATENT & TRADEMARK OFFICE

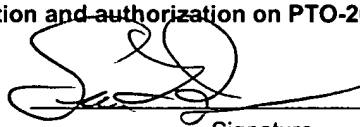


PTO/SB/22 (10-00)

Approved for use through 10/31/2002. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

PETITION FOR EXTENSION OF TIME UNDER 37 CFR 1.136(a)		Docket Number (Optional) 23439-044-402										
In re Application of Craig S. RENDAHL, <i>et al.</i>												
Application Number 09/818,684		Filed March 28, 2001										
For Data Processing and Validation												
Group Art Unit 3661	Examiner Not Yet Assigned											
<p>This is a request under the provisions of 37 CFR 1.136(a) to extend the period for filing a response in the above identified application.</p> <p>The requested extension and appropriate non-small-entity fee are as follows (check time period desired):</p> <table><tr><td><input type="checkbox"/> One month (37 CFR 1.17(a)(1))</td><td>\$ _____</td></tr><tr><td><input type="checkbox"/> Two months (37 CFR 1.17(a)(2))</td><td>\$ _____</td></tr><tr><td><input type="checkbox"/> Three months (37 CFR 1.17(a)(3))</td><td>\$ _____</td></tr><tr><td><input type="checkbox"/> Four months (37 CFR 1.17(a)(4))</td><td>\$ _____</td></tr><tr><td><input checked="" type="checkbox"/> Five months (37 CFR 1.17(a)(5))</td><td>\$ <u>1,960.00</u></td></tr></table> <p><input type="checkbox"/> Applicant claims small entity status. See 37 CFR 1.27. Therefore, the fee amount shown above is reduced by one-half, and the resulting fee is: \$ _____.</p> <p><input checked="" type="checkbox"/> A check in the amount of the fee is enclosed.</p> <p><input type="checkbox"/> Payment by credit card. Form PTO-2038 is attached.</p> <p><input type="checkbox"/> The Commissioner has already been authorized to charge fees in this application to a Deposit Account.</p> <p><input type="checkbox"/> The Commissioner is hereby authorized to charge any fees which may be required, or credit any overpayment, to Deposit Account Number 50-0311</p> <p>I have enclosed a duplicate copy of this sheet.</p> <p>I am the <input type="checkbox"/> applicant/inventor.</p> <p><input type="checkbox"/> assignee of record of the entire interest. See 37 CFR 3.71</p> <p>Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).</p> <p><input checked="" type="checkbox"/> attorney or agent of record.</p> <p><input type="checkbox"/> attorney or agent under 37 CFR 1.34(a).</p> <p>Registration number if acting under 37 CFR 1.34(a). _____.</p> <p>WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.</p> <p>September 27, 2002 _____ Date</p> <p> _____ Signature</p> <p>Sean L. Ingram, Reg. 48,283 _____ Typed or printed name</p> <p>For James G. Gatto, Reg. 32,694</p> <p>NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below".</p> <p><input checked="" type="checkbox"/> *Total of 1 form is submitted.</p>			<input type="checkbox"/> One month (37 CFR 1.17(a)(1))	\$ _____	<input type="checkbox"/> Two months (37 CFR 1.17(a)(2))	\$ _____	<input type="checkbox"/> Three months (37 CFR 1.17(a)(3))	\$ _____	<input type="checkbox"/> Four months (37 CFR 1.17(a)(4))	\$ _____	<input checked="" type="checkbox"/> Five months (37 CFR 1.17(a)(5))	\$ <u>1,960.00</u>
<input type="checkbox"/> One month (37 CFR 1.17(a)(1))	\$ _____											
<input type="checkbox"/> Two months (37 CFR 1.17(a)(2))	\$ _____											
<input type="checkbox"/> Three months (37 CFR 1.17(a)(3))	\$ _____											
<input type="checkbox"/> Four months (37 CFR 1.17(a)(4))	\$ _____											
<input checked="" type="checkbox"/> Five months (37 CFR 1.17(a)(5))	\$ <u>1,960.00</u>											

10/01/2002 CNGUYEN 00000050 09818684

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Burden Hour Statement: This form is estimated to take 0.1 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

OCT 03 2002

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:)	
)	
Craig S. RENDAHL, <i>et al.</i>	)	Group Art Unit: 3661
)	
Serial No.: 09/818,684	)	Examiner: Not yet assigned
)	
Filed: March 28, 2001	)	Confirmation No.: 3283

For: DATA PROCESSING AND VALIDATION

Assistant Commissioner for Patents
Washington, D.C. 20231

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF OF
NONSIGNING INVENTORS**

This is a statement of the facts relied upon to establish the diligent efforts to secure the execution of the Joint Declaration For Patent Application by the non-signing inventor Rendahl for the above identified patent application. Also included is a statement of facts relied upon to show that this petition is necessary to preserve the rights of the parties and prevent irreparable damage.

The declarations and affidavits included with this statement are made by persons with first-hand knowledge of the facts recited therein.

Attached is the affidavit of **Niranjan Vescio** and sets forth facts pertaining to the necessity of this petition to preserve the rights of the parties and prevent irreparable damage (**Attachment 3**).

Additional facts are set forth below.

I, Sean L. Ingram declare that:

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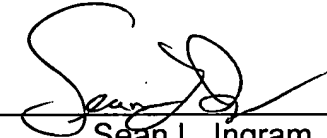
1. CRAIG S. RENDAHL has refused, either explicitly or by conduct, to execute a Joint Declaration For Patent Application.
2. On August 21, 2002 I sent a letter, via Certified Mail, to CRAIG S. RENDAHL's last known home address, enclosing copies of the present application (specification including claims, drawings and the Joint Declaration) and requesting execution of the Joint Declaration For Patent Application (**Attachment 4 (without enclosures)**).
3. On August 30, 2002, the U.S. Postal Service returned the unsigned confirmation of delivery postcard to Mintz Levin's Reston office (**Attachment 5**). The postcard was date stamped August 30, 2002 by Mintz Levin's mailroom staff pursuant to our normal course of business.
4. Using the U.S. Postal Service's web site tracking feature, I learned that the package corresponding to the article number shown on the postcard "was delivered at 3:53 pm on September 10, 2002 in TUCSON, AZ 85743." (**Attachment 6**).
5. On September 9, 2002 I sent a second letter, via Federal Express, to CRAIG S. RENDAHL's last known home address, again enclosing copies of the present application (specification including claims, drawings and the Joint Declaration) and requesting execution of the Joint Declaration For Patent Application (**Attachment 7 (without enclosures)**).
6. Using Federal Express' web site tracking feature, I learned that the package corresponding to the tracking number shown on the FedEx USA

Airbill was delivered to TUCSON, AZ on September 10, 2002 at 9:49

(Attachment 8).

7. To date, CRAIG S. RENDAHL has not returned an executed Joint Declaration for Patent Application for the present invention.
8. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: September 27, 2002


Sean L. Ingram
Reg. No. 48, 283

FOR JAMES G. GATTO, REG. 32,694

RES 77596v1

Registration No. 42,870; Ivor R. Elrifi, Registration No. 39,529; Heidi A. Erlacher, Registration No. 45,409; James G. Gatto, Registration No. 32,694; Richard Gervase, Registration No. P-46,725; Matthew J. Golden, Registration No. 35,161; John A. Harre, Registration No. 37,345; Brian P. Hopkins, Registration No. 42,669; Shane Hunter, Registration No. 41,858; David E. Johnson, Registration No. 41,874; Christina Karnakis, Registration No. 45,899; Robert Klauzinski, Registration No. 42,742; Kristin E. Konzak, Registration No. 44,848; Cynthia Kozakiewicz, Registration No. 42,764; Barry Marenberg, Registration No. 40,715; William Marino, Registration No. 44,219; A. Jason Mirabito, Registration No. 28,161; Michel Morency, Registration No. Limited Recognition; Carol H. Peters, Registration No. 45,010; David Poirier, Registration No. 43,007; Michael Renaud, Registration No. 44,299; Brian Rosenbloom, Registration No. 41,276; Thomas M. Sullivan, Registration No. 39,392; Janine Susan, Registration No. 46,119; Howard Susser, Registration No. 33,556; Raphael A. Valencia, Registration No. 43,216; Shelby J. Walker, Registration No. 45,192

All correspondence and telephone communications should be addressed to:

James G. Gatto, Esq.
Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C.
One Fountain Square
11911 Freedom Drive, Suite 400
Reston, VA 20190
Tel: 703-464-4800
Fax: 703-464-4895

We hereby declare that all statements made herein of our own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signature _____

Date _____

Full Name of First Inventor **RENDAHL** **Craig** **S.**
Family Name First Given Name Second Given Name

Residence Tucson, AZ

Citizenship USA

Post Office Address: 4642 West Globeberry Street, Tucson, AZ 85741

Signature Kelley J Bogart

Date 8/23/2002

Full Name of Second Inventor **BOGART** **Kelley** **Second Given Name**
Family Name First Given Name

Residence Tucson, AZ

Citizenship USA

Post Office Address: 2441 W. Los Almos, Tucson, AZ 85741

Signature _____

Date _____

Full Name of Third Inventor **WEBSTER** **Jason** **Second Given Name**
Family Name First Given Name

Residence Tucson, AZ 85712

Citizenship USA

Post Office Address: 6161 E. Grant Road, Apt. #24201, Tucson, AZ 85712

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC
One Fountain Square
11911 Freedom Drive, Suite 400
Reston, VA 20190
Tel: 703-464-4800
Fax: 703-464-4895

ASSIGNMENT

WHEREAS, **Craig S. Rendahl**, a citizen of the United States of America, residing at **4642 West Globeberry Street, Tucson, Arizona 85741**; **Kelley Bogart**, a citizen of the United States of America, residing at **2441 W. Los Almos, Tucson, AZ 85741**; and **Jason Webster**, a citizen of the United States of America, residing at **6161 E. Grant Road, Apt. #24201, Tucson, AZ 85712** (hereinafter "Assignor" or "Assignors"), have made an invention entitled

DATA PROCESSING AND VALIDATION

described in the application for United States Letters Patent filed on March 28, 2001, and assigned **U.S. Application Serial No. 09/818,684**, which is a continuation of **U.S. Application Serial No. 09/634,659**, filed August 8, 2000 (now abandoned), which is a continuation of **U.S. Application Serial No. 09/474,131**, filed December 29, 1999 (now abandoned) and which claims priority to **U.S. Provisional Application Serial Nos. 60/114,554 and 60/114,568**, both filed December 31, 1998; and

WHEREAS, **Envirotest Systems Corporation** (hereinafter "Assignee"), a Delaware corporation having a place of business at 11 Kripes Road, East Granby, Connecticut 06026, is desirous of acquiring the entire right, title and interest in and to the aforesaid invention, applications and all Letters Patent of the United States or any foreign country, including continuations, continuations-in-part, reissues, reexaminations, extensions, substitutes and divisions which may be granted therefor;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the said assignors, by these presents do sell, assign and transfer unto Assignee, its successors, legal representatives and assigns, the full and exclusive right in and to the said invention as described in the said application, and in and to any Letters Patent of the United States or any foreign country, including continuations, continuations-in-part, reissues, reexaminations,

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extensions, substitutes and divisions which may be granted therefor and all rights to claim priority on the basis of said application;

AND WE HEREBY authorize and request the Commissioner of Patents and Trademarks or any other proper officer or agency of any country to issue all said Letters Patent to said Assignee;

AND WE HEREBY warrant and covenant that we have the full right to convey the entire interest herein assigned and that we have not executed and will not execute any instrument or assignment in conflict herewith;

AND WE HEREBY authorize any attorney and/or agent of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, PC, to insert any information necessary to ensure that this Assignment is complete upon submission to the United States Patents and Trademark Office;

AND WE HEREBY agree to communicate to said Assignee or its representatives any facts known to us respecting said invention, to execute all divisional, continuation, reissue, reexamination, extension, substitute and foreign applications, sign all lawful documents and make all rightful oaths and declarations relating to said invention, execute and deliver any and all papers that may be necessary or desirable to perfect the title to this invention in said Assignee, its successors, legal representatives or assigns, and to testify in any judicial or administrative proceeding and generally do everything possible to aid the said Assignee to obtain and enforce said Letters Patent in the United States or any foreign country when requested so to do by said Assignee.

Signature of Inventor:
Inventor's Name:

Craig S. Rendahl

Date of Execution:

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

County of

)
) ss:
)

On this _____ day of _____, 2001, before me a Notary Public in and for the County and State aforesaid, personally appeared Craig S. Rendahl, to me known to be the person whose name is subscribed to the within instrument and acknowledged that he executed it of his own free act and deed.

(SEAL)

Notary Public

My commission expires: _____

Signature of Inventor:
Inventor's Name:

Kelley J Bogart
Kelley Bogart

Date of Execution:

8/23/2002

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

County of

)
) ss:
)

On this _____ day of _____, 2001, before me a Notary Public in and for the County and State aforesaid, personally appeared Kelley Bogart, to me known to be the person whose name is subscribed to the within instrument and acknowledged that he executed it of his own free act and deed.

(SEAL)

Notary Public

My commission expires: _____

Signature of Inventor:
Inventor's Name:

Jason Webster

Date of Execution:

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

County of

)
) ss:
)

On this _____ day of _____, 2001, before me a Notary Public in and for the County and State aforesaid, personally appeared Jason Webster, to me known to be the person whose name is subscribed to the within instrument and acknowledged that he executed it of his own free act and deed.

(SEAL)

Notary Public

My commission expires: _____

RES 57480v1



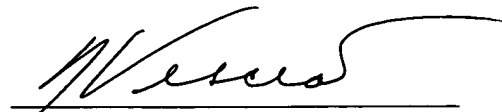
Declaration of Niranjan Vescio

I, Niranjan Vescio, hereby declare the following:

1. I am an employee of Envirotech Systems Corporation (ESC). My responsibilities include monitoring competitors.
2. On information and belief, John DiDomenico and Craig S. Rendahl are employed by SPX Corporation (SPX) to develop products that directly compete with ESC products.
3. On information and belief, James H. Johnson was employed by MD LaserTech, LTD. (MD Laser) to develop products that compete with ESC products.
4. I have personally witnessed presentations, obtained promotional material, and have had discussions with other industry personnel that substantiate my belief that SPX and MD Laser are developing competing products.
5. At the 2000 CRC conference in San Diego, California, I personally witnessed Mr. Rendahl deliver a presentation in which he highlighted various aspects of SPX's plan to design, manufacture and market a remote sensing device to compete against ESP products.
6. At the 2001 CRC conference, I witnessed SPX present a poster that described progress made in the development of their remote sensing device. At that conference I witnessed Mr. John DiDomenico, as chief engineer for SPX, describe some of SPX's technical achievements. I also witnessed Dr. Glan Sachse, a NASA collaborator, elaborate on some of the technical aspects of SPX's products which are being developed to compete against ESP's remote sensing device.

7. I have visited the SPX website page (<http://www.shareholder.com/spx/news/20000719-18037.cfm>) (a copy was previously submitted to the USPTO on December 28, 2001) that announces SPX's license to use NASA technology to develop a remote sensing device which will compete against ESP products. This same announcement quotes Mr. Rendahl as saying "we expect to begin manufacturing a highly enhanced remote sensing device before the end of 2001."
8. I have visited the MD Laser website (<http://www.md-lasertech.com/profile.html>) (a copy was previously submitted to the USPTO on December 28, 2001) that describes MD Laser's products that are designed to compete with ESP products.
9. I have obtained a promotional CD-ROM disk that describes SPX's interest in developing a remote sensing device that competes with ESP products.
10. In view of the foregoing facts, it is submitted that a filing date is necessary in the present application to preserve the rights of ESC and/or to prevent irreparable damage to ESC;
11. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: 9/16/02


Miranjan Vescio
Title: GENERAL MANAGER
REMOTE SENSING BUSINESS UNIT
ENVIRONMENTAL SYSTEMS PRODUCTS

MINTZ LEVIN
COHN FERRIS
GLOVSKY AND
POPEO PC

Reston
Boston
New York
Washington
New Haven

12010 Sunset Hills Road
Suite 900
Reston, Virginia 20190-5839
703 464 4800
703 464 4895 fax
www.mintz.com

James G. Gatto

Direct dial 703 464 8182
jggatto@mintz.com



August 21, 2002

Via Certified Mail

Craig Rendahl
4642 West Globeberry Street
Tucson, Arizona 85741

Re: U.S. Patent Application
Serial No. 09/818,684
Filed: March 28, 2001, which is a continuation of 09/734,659 filed August 8,
2000 (abandoned), which is a continuation of 09/474,131 filed December 29,
1999 (abandoned), which claims priority from provisional applications
60/114,554 and 60/114,568, both filed December 31, 1998
Inventor(s): Craig Rendahl *et al.*
Title: "DATA PROCESSING AND VALIDATION"
Our Reference No. 23439-044-402

Dear Mr. Rendahl:

Enclosed is a copy of a patent application titled "Data Processing And Validation" (as filed) of which you are named as an inventor. Also enclosed are (1) Joint Declaration for Patent Application and Power of Attorney and (2) Assignment documents.

Kindly sign and date both the Declaration and Power of Attorney and Assignment documents and return them to us as soon as possible for filing with the U.S. Patent and Trademark Office. For your convenience, I have enclosed a self-addressed Federal Express envelope for expeditious return.

Craig Rendahl
August 21, 2002
Page 2

If you have any questions regarding this matter, please do not hesitate to contact me at the telephone number listed above.

Sincerely,

A handwritten signature in black ink, appearing to read "Sean L. Ingram". The signature is stylized with a large, sweeping "S" and a distinct "I".

Sean L. Ingram
(for James G. Gatto)

JGG:SLI/mrs

Enclosures:

- Patent Application titled "DATA PROCESSING AND VALIDATION"
- Drawing Figures 1-10
- Joint Declaration for Patent Application and Power of Attorney
- Assignment
- Federal Express Return Envelope

RES 75188v1

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Tucson, Arizona 85741

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Craig Rendahl

Street, Apt. No., or PO Box No.

4642 West Globeberry Street

City, State, ZIP+4

Tucson, Arizona 85741

PS Form 3800, July 1999

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Mintz Levin Cohn Ferris Glovsky & Popeo P.C.
12010 Sunset Hills Road - Suite 900
Reston, Virginia 20190

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Craig Rendahl
4642 West Globeberry Street
Tucson, Arizona 85741

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Name and Address) B. Date of Delivery

C. Signature

X☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

3. Service Type

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4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

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PS Form 3811, July 1999

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UNITED STATES POSTAL SERVICE



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Reston, Virginia 20190

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New York
Washington
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12010 Sunset Hills Road
Suite 900
Reston, Virginia 20190-5839
703 464 4800
703 464 4895 fax
www.mintz.com

James G. Gatto

Direct dial 703 464 8182
jggatto@mintz.com

September 9, 2002

Via Federal Express

Mr. Craig S. Rendahl
4642 West Globeberry Street
Tucson, Arizona 85741

Re: U.S. Patent Application
Serial No. 09/818,684
Filed: March 28, 2001, which is a continuation of 09/734,659 filed August 8,
2000 (abandoned), which is a continuation of 09/474,131 filed December 29,
1999 (abandoned), which claims priority from provisional applications
60/114,554 and 60/114,568, both filed December 31, 1998
Inventor(s): Craig Rendahl *et al.*
Title: "DATA PROCESSING AND VALIDATION"
Our Reference No. 23439-044-402

Dear Mr. Rendahl:

Further to our letter of August 21, 2002, enclosed is another copy of a patent application titled "Data Processing And Validation" (as filed) of which you are named as an inventor. Also enclosed are (1) Joint Declaration for Patent Application and Power of Attorney and (2) Assignment documents.

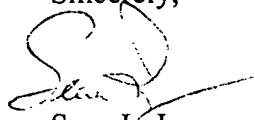
Kindly sign and date both the Declaration and Power of Attorney and Assignment documents and return them to us as soon as possible for filing with the U.S. Patent and Trademark Office. For your convenience, I have enclosed a self-addressed Federal Express envelope for expeditious return.

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO, P.C.

Mr. Craig S. Rendahl
September 9, 2002
Page 2

If you have any questions regarding this matter, please do not hesitate to contact me at the telephone number listed above.

Sincerely,



Sean L. Ingram
(for James G. Gatto)

JGG:SLI/mrs

Enclosures:

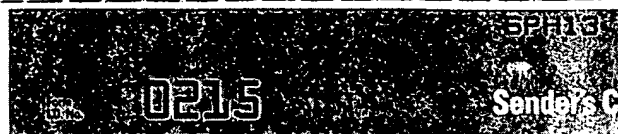
- Patent Application titled "DATA PROCESSING AND VALIDATION"
- Drawing Figures 1-10
- Joint Declaration for Patent Application and Power of Attorney
- Assignment
- Federal Express Return Envelope

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City **RESTON** State **VA** ZIP **20190-5856**

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Delivery commitment may be later in some cases.
☐ FedEx First Overnight
Earliest next business morning delivery to select locations.

☐ FedEx 2Day
Second business day
FedEx Envelope rate not available. Minimum charge: One-pound rate.

☐ FedEx Express Saver
Third business day

4b Express Freight Service

☐ FedEx 1Day Freight*
Next business day

☐ FedEx 2Day Freight
Second business day

Packages over 1.
Delivery commitment may be later in some cases.
☐ FedEx 3Day Freight
Third business day

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5 Packaging

☐ FedEx Envelope*

☐ FedEx Pak*
Includes FedEx Small Pak, FedEx Large Pak, and FedEx Sturdy Pak

☐ Other

6 Special Handling

☐ SATURDAY Delivery
Available ONLY for:
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FedEx 2Day to select ZIP codes

☐ HOLD Weekday
at FedEx Location
NOT Available for:
FedEx First Overnight

☐ HOLD Saturday
at FedEx Location
Available ONLY for:
FedEx Priority Overnight and
FedEx 2Day to select locations

Does this shipment contain dangerous goods?

☐ No ☐ Yes
As per attached
Shipper's Declaration

☐ Yes
Shipper's Declaration
not required

☐ Dry Ice
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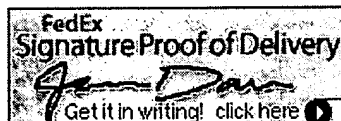
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Reference Number 23439-044-402
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Arrived at Sort FacilityMEMPHIS TN	09/10/2002 00:47	
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To	<input type="text"/>

INTELLECTUAL PROPERTY AGREEMENT

As a condition and in consideration of my employment by Envirotech Systems Corp., Inc., or any direct or indirect parent of it or any direct or indirect subsidiary of any of them, their successors or assigns (hereinafter referred to collectively as the Employer), I, the Employee named below, agree as follows:

1. Unless the Employer has acquired specific authorization, I will not disclose to or use in my work with the Employer any proprietary information of others, including any of my prior employers.

2. I will not, either during or after my employment, use, publish or otherwise disclose, except for the Employer's benefit in course of such employment, any technical or business information developed by, for or at the expense of the Employer, or assigned or entrusted to the Employer by me or anyone else, unless such information is generally known outside of the Employer; and I will deliver to or leave with the Employer all written and other materials containing such information upon termination of my employment.

3. I agree that all trade secrets, all inventions, all works of authorship (including illustrations, writings, mask works, software and computer programs), and all other business or technical information created or conceived by me, either alone or with others, while employed by the Employer and related to the existing or contemplated business or research of the Employer or resulting from my work with the Employer, belong to the Employer. Until proven otherwise, any invention shall be presumed to have been conceived during such employment if within one (1) year after termination of such employment it is disclosed to others, or it is completed, or it has a patent application filed thereon.

4. I will promptly disclose to the Employer all trade secrets, inventions, works of authorship, and information which belong to the Employer under paragraph 3 above; and I will assign to the Employer, or to others as directed by the Employer, all of my interest in such inventions and works of authorship, and I will execute any papers and do any acts which the Employer may consider necessary to secure to it any and all rights relating to such inventions and works of authorship, including all patents and copyrights (and renewals thereof) in any country.

5. I understand that the Employer agrees to pay to me, in addition to my salary and wages, the sum of One Hundred Dollars (\$100) upon the granting of a United States Patent on an invention assigned under the provisions of paragraph 4.

This agreement supersedes all prior oral or written agreements and is effective with respect to the subject matter hereof subsequent to the date executed. This Agreement does not alter nor shall it be deemed to alter, the employment relationship, whether at-will or contractual, between the Employer and the Employee.

I acknowledge receipt of an executed copy of this Agreement. This Agreement is executed this ___ day of 5 1996 at Augusta, Georgia, Technicon.

ENVIROTEST SYSTEMS CORP.

by [Signature]

Print Name JOHN DiDOMENICO

Title MANAGER OF ENGINEERING

EMPLOYEE

Signature [Signature]

Print Name James K. Webster

Address 5161 S. Grant Blvd Apt # 24701

Tel. 678 55712

MARCO
COPY

CONSULTANT SERVICES AGREEMENT
No. CA (JW9/22/97)

THIS AGREEMENT is made as of the 22nd day of September, 1997, by and between ENVIROTEST SYSTEMS CORP., a corporation organized and existing under the laws of the State of Delaware with principal offices located at 246 Sobrante Way, Sunnyvale, California 94086 (hereinafter referred to as "Envirotest"), and Jason Webster (hereinafter referred to as "the Consultant"). In consideration of the premises and of the mutual promises of each party to the other contained herein, it is hereby mutually agreed as follows:

ARTICLE I - STATEMENT OF SERVICES

The Consultant agrees that during the period commencing on the 22nd day of September, 1997 and ending on the first day of January, 1998, and during all subsequent renewal periods of this Agreement, the Consultant will make available to Envirotest, to the extent and in the manner hereinafter provided, said Consultant services in the capacity of an independent consultant as set forth in Exhibit "A". The Consultant agrees to furnish Envirotest with written reports with respect to such consultant services if and when requested by Envirotest. All arrangements for such services shall be made only upon request on behalf of Envirotest by the following representatives:

John DiDomenico
Craig Rendahl

The services called for by such written request or requests shall be deemed to have been performed under and as a part of this Agreement.

ARTICLE II - COMPENSATION

In consideration for the services performed by the Consultant, Envirotest agrees to pay such Consultant as follows:

- (a) The sum of \$50.00 per hour for each hour which said Consultant actually devotes to the performance of such services. Notwithstanding any other provisions of this Agreement, Envirotest shall be under no obligation to make any payment for services to the Consultant in excess of \$20,000.00 unless approved in writing by Envirotest.
- (b) Reimbursement in a sum equal to the actual cost of all reasonable traveling expenses, in connection with the performance of the services hereunder up to during the term of this Agreement. The Consultant agrees to obtain written permission of Envirotest's representative(s) hereinbefore designated in Article I, "Statement of Services", before making any expenditures for any travel expenses.
- (c) Such sums as may be due hereunder less any amounts already paid will be billed to Envirotest by the Consultant every two weeks. The Consultant shall submit invoices for the services and related expenses furnished under Article I directly to one of the persons named above. Upon presentation of such invoices in form and detail satisfactory to Envirotest, Envirotest shall promptly make payment. Each invoices shall fairly and accurately describe in sufficient detail the actual services performed, the person (s) performing the services, the period of performance and the fees and expenses that are payable to the Consultant under the provisions of this Agreement.
- (d) Notwithstanding any other provisions of this Agreement, Envirotest shall be under no obligation to make any payment to the Consultant in excess of the total amount of \$20,000.00 for any and all services performed together with any and all expenses incurred under the terms of this Agreement, and the Consultant is not required to perform any services or incur any cost in excess of said amount.

ARTICLE III - NOTICES

Whenever any notice is required or authorized to be given in writing and sent by certified or registered mail, return receipt is requested. Any such notice, if sent by Envirotest to the Consultant, shall be addressed as follows:

Jason Webster
6161 E. Grant Road, Apt. 24201
Tucson, Arizona 85712

and if sent by Consultant to Envirotest, shall be addressed as follows:

ENVIROTEST SYSTEMS CORP.
2002 N. Forbes Boulevard
Tucson, Arizona 85745
Attention: Jack Marino

ARTICLES IV - ADDITIONAL PROVISIONS

(A) This Agreement is subject to and governed by the provisions entitled "Envirotest Systems Corp. Consulting Agreement Provisions", attached hereto as Exhibit "B" and made a part hereof, as it may be amended from time to time.

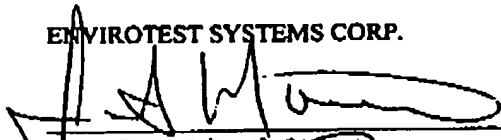
(b) The Consultant represents and warrants to Envirotest that the Consultant shall comply strictly with all of the covenants, agreements and undertakings made by the Consultant in, or furnished under or as a part of, this Agreement, including without limitation, compliance with all applicable laws and regulations, whether or not specifically referenced in this Agreement.

ARTICLE V - ENTIRE AGREEMENT

This writing represents the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, prior agreements and representations.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed in duplicate (each of which duplicate shall be deemed to be an original) by their duly authorized representatives as of the day and year first above written:

ENVIROTEST SYSTEMS CORP.


By: JACK MARINO
Date: 9/26/97

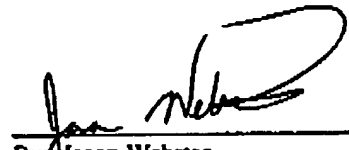
 9/22/97
By: Jason Webster
Date:

EXHIBIT "A"

STATEMENT OF WORK

The consultant shall perform the following services:

Revise RSTi software applications to work with new data structures;

Revise skip criteria in tag editor to work with english or metric units; and

Add tag edit options per new program requirements in Taiwan and elsewhere.

Consultant shall make reports and recommendations, as appropriate, to Envirotech management to the attention of:

John DiDomenico
Craig Rendahl

EXHIBIT "B"**ENVIROTEST SYSTEMS CORP.
CONSULTING AGREEMENT PROVISIONS
DATED 24 FEBRUARY 1995**

PROVISION 1 - INTERPRETATION AND CONSTRUCTION

This Agreement shall be interpreted as a unified contractual document with the Provisions and Articles having equal effect, except that if an Article should specifically modify a Provision, the Article will control. The construction of this Agreement shall be governed by the laws of the State of California applicable to agreements made and to be performed therein. The title designations of the numbered Articles or Provisions in the Agreement are for convenience only, and shall not affect the interpretation or construction hereof.

PROVISION 2 - INDEPENDENT CONTRACTOR RELATIONSHIP

The relationship of the Consultant to Envirotest is that of an independent contractor, and nothing herein shall be construed creating any other relationship. The Consultant may adopt such arrangements as such Consultant may desire with regard to the details of the consulting services to be performed hereunder, the hours during which said services are to be provided, and the place or places where said services are to be furnished, provided that such details, hours and services shall be performed in a manner calculated to attain the most satisfactory results for Envirotest. The Consultant shall be obligated to pay any and all applicable State and Federal taxes.

PROVISION 3 - TITLE TO MATERIALS AND EQUIPMENT

All materials and equipment furnished by Envirotest and all materials and equipment, the cost of which shall be reimbursed to the Consultant by Envirotest hereunder, are to be and remain the sole property of Envirotest, and are to be returned to Envirotest within ninety (90) days after the expiration or earlier termination of this Agreement.

PROVISION 4 - INVENTIONS AND PROPRIETARY RIGHTS

The Consultant agrees to promptly disclose to Envirotest all inventions, discoveries, and improvements made or perfected in the performance of the services furnished to Envirotest by such Consultant, or by others associated with or used by such Consultant in the conduct of the services furnished hereunder. All such inventions, discoveries or improvements and patents, therefor, shall become the exclusive property of Envirotest. The Consultant hereby undertakes and agrees to execute such assignments and other papers which, in the opinion of Envirotest, are necessary at any time to permit the filing and prosecution of any applications for patents covering the inventions, discoveries or improvement or are otherwise required for compliance with the requirements of this Provision. In the event that others are, or may hereafter become, associated with the Consultant or be used by said Consultant in connection with the work called for by this Agreement, Consultant agrees to procure from them similar agreements and to cooperate with Envirotest in procuring execution by them or such assignments and other papers as may be required.

PROVISION 5 - DISCLOSURE AND CONFLICTS OF INTEREST

(a) The Consultant agrees that during the term of this Agreement, including any renewal thereof, and for a period of five (5) years thereafter, the services furnished hereunder and the results thereof shall be considered as confidential and proprietary to Envirotest and that Consultant shall not, without the prior written consent of Envirotest, (i) publish or otherwise divulge any information relating to said services or the results thereof regardless of whether such information has been furnished to the Consultant by Envirotest or is original with the Consultant, or (ii) discuss the nature of the Consultant activities in connection with Envirotest with anyone except authorized representatives of Envirotest. The Consultant further agrees that during the period of the Agreement and any renewal thereof, that Consultant shall not consult with any other person, firm or corporation in the field of Envirotest's products and services without the prior written approval of an authorized officer of Envirotest.

(b) The Consultant warrants and represents that no trade secrets or other confidential information of any other person, firm, corporation or Government will be wrongfully disclosed by Consultant to Envirotest in connection with any services called for hereunder and that, unless otherwise specifically identified in writing at the time of disclosure, all information disclosed by the Consultant to Envirotest may be used or disclosed by Envirotest without restriction. The Consultant further warrants and represents that none of the provisions of this Agreement, nor the services which will be performed by the Consultant hereunder, contravenes or is in conflict with any agreement of the Consultant with, or obligation to, any other person, firm, corporation or Government, including without limiting the generality of the foregoing, employment agreements, consulting agreements, disclosure agreements, conflict of interest code or agreements for assignments of inventions. The Consultant acknowledges that the representations and warranties contained in this Paragraph are material to Envirotest's decision to enter into this Agreement.

(c) In the event that after the date of this Agreement, the services to be provided by the Consultant hereunder contravene or conflict with any agreement of the Consultant with, or obligation of the Consultant to, any other person, firm, corporation or Government, the Consultant will promptly inform Envirotest of the nature of such contravention or conflict (whether potential or actual). In the event that such potential or actual contravention or conflict arises as a result of a Government conflict of interest code or similar policy ("Government Regulations"), the Statement of Work contained in Exhibit "A" hereto will be amended (without any action on the part of the Parties hereto), and the services provided by the Consultant hereunder will be conducted in a manner to ensure compliance with such Government Regulations. In the event that this Agreement is amended pursuant to the preceding sentence and Envirotest determines that the continued utilization of the Consultant's services would not be in its best interest, Envirotest may terminate this Agreement. The termination of this Agreement pursuant to this Paragraph shall be effective upon the delivery of written notification from Envirotest and shall be governed by the final sentence of Provision 8 of this Exhibit "B", except that Envirotest shall not be obligated to make any payment that would be in violation of a Government Regulation. In the event of any potential or actual contravention or conflict that does not relate to a Government Regulation, the Parties agree to discuss a mutually satisfactory amendment to this Agreement provided that Envirotest reserves the right to terminate this Agreement in its sole discretion pursuant to the terms of Provision 8 if it determines that any such amendment would materially change the nature of the services to be provided by the Consultant.

PROVISION 6 - ASSIGNMENTS

Neither this Agreement nor any interest thereunder shall be assignable by either Party unless such assignment is mutually agreed to in writing by the Parties hereto; however, that Envirotest may assign this Agreement to any corporation with which Envirotest may merge, or consolidate, or to which Envirotest may assign substantially all of its assets or that portion of its business to which this Agreement pertains, without obtaining the agreement of the Consultant.

PROVISION 7 - MODIFICATION

No modification of this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the Parties hereto.

PROVISION 8 - TERMINATION

Either Party may terminate this Agreement or any renewal thereof by giving the other Party written notice of its intention to so terminate as noted below. Termination of this Agreement by Envirotest shall become effective immediately following receipt of said notice and Envirotest shall only be liable for actual days worked, including the day of termination. Termination of this Agreement by the Consultant shall become effective ten (10) working days following receipt of said notice. This Agreement or any renewal thereof shall automatically terminate as of the end of the term if the Parties do not renew the Agreement. The termination of this Agreement or any renewal thereof shall discharge any further obligations of either Party hereto with respect to this Agreement or any renewal thereof; provided, however, that the Consultant's obligation under Provision 3,4, and 5 hereof shall not be discharged by such termination, but shall remain in full force and effect; and provided, further, that except as provided in Provision 5(c), Envirotest's obligation hereunder to make payment to the Consultant with respect to the period prior to the effective date of said termination shall remain in full force and effect.

PROVISION 9 - REPRESENTATIONS AND WARRANTIES BY CONSULTANT

Consultant represents and warrants to Envirotech that the fees payable hereunder are for services rendered to Envirotech, and that none of the such fees, nor any other funds have been, or will be paid, directly or indirectly to any official or employee of any Government, or any agency, or other instrumentality of any Government. Consultant further represents and warrants that during the term of this Agreement, all services performed hereunder will be in accordance with all applicable Federal and state laws and regulations.

PROVISION 10 - INDEMNIFICATION

Consultant shall indemnify and save Envirotech harmless from and against any and all obligations, claims, demands, damages, costs and expenses of whatsoever nature (including attorney's fees) relating to or in any way arising from any services provided by the Consulting and/or the negligent acts or omissions or intentional wrongdoings of Consultant, its employees, agents or subcontractors.

AMENDMENT 001
to
CONSULTANT SERVICES AGREEMENT
No. CA-09-22-97-WEBSTER-AMEND.1

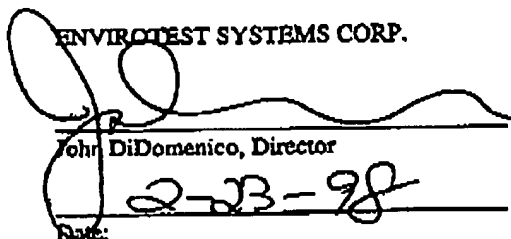
THIS AMENDMENT 001 to the Consultant Services Agreement dated the 22nd day of September, 1997, is entered into as of the 2nd day of January, 1998, by and between ENVIROTEST SYSTEMS CORP., a corporation organized and existing under the laws of the State of Delaware with offices located at 2002 N. Forbes Boulevard, Tucson, Arizona 85745-1446 (hereinafter referred to as "Envirotest"), and JASON WEBSTER, with principal offices located at 6161 E. Grant Road, Apartment #24201, Tucson, Arizona 85712 (hereinafter referred to as "the Consultant"). In consideration of the premises and of the mutual promises of each party to the other contained herein, it is hereby mutually agreed as follows:

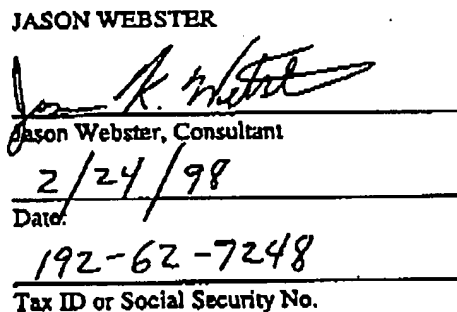
1. ARTICLE I - STATEMENT OF SERVICES is modified as noted below:

"The Consultant agrees that during the period commencing on the 22nd day of September, 1997 and ending on the ~~first day of January, 1998~~ first day of July 1998, and during all subsequent renewal periods of this Agreement, the Consultant will make available to Envirotest, to the extent and in the manner hereinafter provided, said Consultant services in the capacity of an independent consultant as set forth in Exhibit "A". The Consultant agrees to furnish Envirotest with written reports with respect to such consultant services if and when requested by Envirotest..."

5. All other terms and conditions of this agreement shall remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed in duplicate (each of which duplicate shall be deemed to be an original) by their duly authorized representatives as of the day and year first above written:

ENVIROTEST SYSTEMS CORP.

John DiDomenico, Director
2-23-98
Date:

JASON WEBSTER

Jason Webster, Consultant
2/24/98
Date:
192-62-7248
Tax ID or Social Security No.